

**TERMS AND CONDITIONS OF SALE**  
**W91QF5-17-QRP-0002**

(i) Inspection. The Bidder is invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

(ii) Condition and Location of Property. Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that the Purchaser shall load, then "where is" means f.o.b. conveyance at the point specified in the Invitation. The description is based on the best available information. However, neither the Purchaser nor the Government makes any warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property or its fitness for any use or purpose. Except as provided in Conditions No. (viii) and (x), no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

(iii) Consideration of Bid. The Bidder agrees that his/her bid will not be withdrawn and will remain firm and irrevocable. The right is reserved to reject any or all bids, to waive any technical defects in bids, and unless otherwise specified in the offering or by the Bidder, to accept any one item or group of items in the bid. Unless the Invitation otherwise provides, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item. In case of error in the extension of prices, unit prices will govern.

(iv) Payment. The Purchaser agrees to pay for property awarded, in accordance with the price quoted in his/her bid. Payment of the full purchase price, subject to any adjustment pursuant to Condition No. (viii), must be made within the time specified for removal and prior to delivery of any of the property. In the event that any adjustment is made pursuant to Condition No. (viii), payment must be completed immediately subsequent to such adjustment. The balance of the purchase price after applying the total bid deposit made by the Purchaser (if a bid deposit was required) under the Invitation (or otherwise the full purchase price) shall be paid by certified check, cashier's check, bank draft, or postal or express money order.

(v) Title. Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the Invitation provides that loading will be performed by the Purchaser, title shall not vest until such payment and loading are completed. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing, a certificate of release Standard Form 97, Certificate of Release of a Motor Vehicle, executed by the Contracting Officer (or a State certificate of title), shall be furnished for each vehicle and piece of equipment.

(vi) Delivery and Removal of Property. Unless otherwise specified in the Invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in him. Delivery shall be made at the designated location, and the Purchaser shall remove the property at his expense within the period of time originally specified in the Invitation or within such additional time as may be allowed by the Government. The Purchaser shall reimburse the Government for any damage to the Government's property caused by the removal operations of the Purchaser. If the Purchaser is permitted by the Government to remove the property after the expiration of the period prescribed or allowed for removal, the Government, without limiting any other rights which it may have, may require the purchaser to pay a reasonable storage charge.

(vii) Default. If the successful Bidder fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the account of the defaulting Bidder. The bid deposit (if required in the Invitation) shall be applied against any such losses and expenses.

(viii) Adjustment for Variation in Quantity or Weight. When property is sold on a "unit price" basis, the Purchaser reserves the right to vary the quantity or weight delivered by fifteen percent (15%) from the quantity or weight listed in the Invitation; and the Purchaser agrees to accept delivery of any quantity or weight within these limits. The purchase price shall be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. No adjustment for variation shall be made where property is sold on a "price for the lot" basis.

(ix) Weighing. When weighing is necessary to determine the exact purchase price hereunder, the Purchaser shall arrange for and pay all expenses of weighing material. All switching charges shall be paid by the Purchaser. When removal is by truck, weighing shall be subject to supervision and accomplished on (A) purchaser scales, (B) certified scales, or (C) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales or by other means acceptable in the railroad for freight purposes. Approved weighing shall establish the exact purchase and govern the making of full payment thereon.

(x) Risk of Loss. After notice of award is made, and prior to the date specified for removal, the Purchaser shall be responsible only for the exercise of reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property or any extension approved in writing by the Government all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.

(xi) Limitation on Purchaser and Government Liability. The measure of Purchaser and Government liability in any case when liability of Purchaser and Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Purchaser may have received.

(xii) Oral Statements and Modifications. Any oral statement or representation by any representative of the Purchaser changing or supplementing the contract or any Condition thereof is unauthorized and shall confer no right upon the Purchaser.

(xiii) Eligibility of Bidders. The Bidder certifies that he is not: (1) a civilian employee of the Department of Defense or the United States Coast Guard whose duties include any functional or supervisory responsibility for disposal of purchaser inventory; (2) a member of the Armed Forces of the United States, including the United States Coast Guard, whose duties include any functional or supervisory responsibility for disposal of purchaser inventory; (3) an agent, employee or immediate member of the household of personnel in (1) and (2) above.

(xiv) Claims Liability. The Purchaser or Bidder agrees to hold the Government harmless from any and all claims, demands, actions, debts, liabilities, judgements, costs, and attorney's fees arising out of, claimed on account of, or in any manner caused or contributed to the Purchaser or Bidder, their agents, servants or employees, while in, upon, or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Government harmless from and on account of damage of any kind which the Purchaser or Bidder may suffer as the result of the acts of any of the Purchaser's agents, servants, or employees while in or about the said sites.

(xv) Consideration of Late Bids, Modifications, or Withdrawals. Bids and modifications or withdrawals thereof must be in the possession of the Government by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Government prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Government by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Government after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time if it is received prior to award and may be accepted.

(xvi) Requirements to Comply with Applicable Laws and Regulations. It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.